

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JOHN A. FERRANTO,

Plaintiff,

-against-

DIANNE Y. TIONGSON-ATIENZA and
LIBERTY HARLEY-DAVIDSON, L.L.C.
a/k/a LIBERTY HARLEY-DAVIDSON/BUELL,

Defendants.
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STIPULATION

Docket No.:
07 CIV 5986(CLB)

WHEREAS the attorneys of record for all of the parties appeared for mediation at the United States District Court on March 10, 2008, with mediator Ira M. Maurer, Esq. and discussed, both at the mediation and prior and subsequent thereto, settlement and issues pertinent to the resolution of this action, and

WHEREAS the attorney for defendant Dianne Y. Tionson-Atienza, and her insurer, represented that defendant Dianne Y. Tionson-Atienza had a total of One Million (\$1,000,000) United States Dollars in applicable insurance coverage, and

WHEREAS the insurer for defendant Dianne Y. Tionson-Atienza offered her full policy limit of One Million (\$1,000,000) United States Dollars to settle the plaintiff's claim for pain and suffering against her, and

WHEREAS the attorneys of record for plaintiff John A. Ferranto and for defendant Dianne Y. Tionson-Atienza have agreed to settle the plaintiff's claim for pain and suffering against defendant Dianne Y. Tionson-Atienza, for the sum of One Million (\$1,000,000) United States Dollars, payable by her insurer, and

WHEREAS the attorneys of record for plaintiff John A. Ferranto have agreed to discontinue this action as against defendant Dianne Y. Tionson-Atienza, with prejudice, and

WHEREAS the attorneys of record for plaintiff John A. Ferranto have agreed to discontinue this action as against defendant Liberty Harley-Davidson, L.L.C. a/k/a Liberty Harley-Davidson/Buell, without prejudice, and

WHEREAS plaintiffs counsel have represented that Blue Cross & Blue Shield of Massachusetts, Ingenix Subrogation Services (on behalf of The Standard Insurance Company) and New York Group for Plastic Surgery, which claimed liens and/or rights of subrogation/reimbursement in connection with the subject underlying motor vehicle accident, have been notified of the settlement of this action as against defendant Dianne Y. Tionson-Atienza and have consented thereto,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above-entitled action, that the Law Firm of William G. Sayegh, P.C. will transmit by facsimile and forward by first-class mail, to defendant Dianne Y. Tionson-Atienza's insurer, an original release executed by John A. Ferranto, with a copy thereof to White Fleischner & Fino, LLP, and

IT IS HEREBY FURTHER STIPULATED AND AGREED that defendant Dianne Y. Tionson-Atienza's insurer shall issue and forward to the Law Firm of William G. Sayegh, P.C., 65 Gleneida Avenue, Carmel, New York 10512, within ten (10) days after said release executed by John A. Ferranto has been transmitted by facsimile to defendant Dianne Y. Tionson-Atienza's insurer and this stipulation has been signed, in counterparts or otherwise, a check or draft made payable to the order of John A. Ferranto and the Law Firm of William G. Sayegh, P.C., in the amount of One Million (\$1,000,000) United States Dollars, and

IT IS HEREBY FURTHER STIPULATED AND AGREED that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or a conservatee, and no person not a party has an interest in the subject matter of the action, the above action be, and the same hereby is discontinued with prejudice as against defendant Dianne Y. Tiongson-Atienza and is discontinued without prejudice as against defendant Liberty Harley-Davidson, L.L.C. a/k/a Liberty Harley-Davidson/Buell, without costs to any party as against the others, and

IT IS HEREBY FURTHER STIPULATED AND AGREED that in the event the settlement of this action is not finalized or consummated in accordance with the terms of this Stipulation, any party to this action shall have the right to apply for reinstatement of this action, by letter to the Court.

IT IS HEREBY FURTHER STIPULATED AND AGREED that this stipulation may be executed in counterparts.



THE LAW FIRM OF WILLIAM G. SAYEGH, P.C.

Attorney for Plaintiff

65 Gleneida Avenue

Carmel, New York 10512

(845) 228-4200

Print Name of Signing Attorney: ROBERT A. WEIS

Date Signed: 4/8/08



WHITE FLEISCHNER & FINO, LLP

Attorneys for Defendant Dianne Y. Tiongson-Atienza

61 Broadway

New York, New York 10006

(212) 487-9700

Print Name of Signing Attorney: DIANNE Y. TIONGSON-ATIENZA

Date Signed: 4/18/08

04/18/2008 FRI 14:01 FAX 212 487 9777 005/005

04/17/2008 THU 11:33 FAX 845 230 7918 Sayegh Law 005/005

Patrick J. Fogarty

FOGARTY, FELICONE & DEFFY, P.C.

Attorneys for Defendant Liberty Harley-Davidson/Buell, L.C.C

185 Willis Avenue, Suite 2

Mineola, New York 11501-2674

(516) 747-7500

Print Name of Signing Attorney: PATRICK J. FOGARTY

Date Signed: 4/23/08

SO ORDERED: April 29, 2008

Charles L. Bricant

The Honorable Charles L. Bricant, U.S.D.J.